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Case 2:10-cv-10978-PJD-MJH

FILED

2011 MAY 19 P 2:06

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

U.S. DIST. COURT CLERK
EAST DIST. MICH
FLINT

AMERICAN UNIVERSITY OF ANTIGUA,
COLLEGE OF MEDICINE, a foreign corporation,

Plaintiff,

V

CASE No.: 2:10-cv-10978-PJD-MJH
Judge Patrick J. Duggan
Judge Michael Hluchaniuk, referral

STEVEN WOODWARD,

Defendant,

Defendant's Response to Plaintiff's Motion For Summary Judgment

Defendant's Response to Plaintiff's Motion For Summary Judgment

The Plaintiff's Claims of Trademark, Defamation, and Cybersquatting case is without merit.

The Plaintiff has failed in at least seven attempts to shut-down the Defendant's Web site www.aua-med.com, proving this case and motion are frivolous and without merit.

1. Plaintiff's verified complaint and Ex Parte Request for Temporary Restraining Order, Docket 1.
2. Plaintiff's Motion for a Preliminary Injunction, **Docket 8**
3. Plaintiff's Motion to Strike Defendant's "Answer"; Motion to Enter Default Judgment; and Motion for Permanent Injunction", **Docket 22**
4. Plaintiff's Renewed Motion for a Preliminary Injunction, **Docket 45**
5. Plaintiff's Reply in Support of Its Renewed Motion for Preliminary Injunction, **Docket 49**
6. Plaintiff's Supplement Authority in Support of Its Renewed Motion for Preliminary Injunction, **Docket 71**
7. Request for Clerk's Entry of Default, **Docket 13**

The Plaintiff's Motion for Summary Judgment should be stricken and the Plaintiff should be sanctioned for filing frivolous motions in accordance with Rule 11(b), attorney has violated LR 83.22.

The Plaintiff does not have leave from the court to submit ANOTHER Default motion hence it should be stricken and sanctions are appropriate for this action do to the intent to deceive the Court and Defendant.

The Plaintiff has violated Local Rule 7.1(b)(2), A party must obtain leave of court to file more than one motion for summary judgment” The Plaintiff requests for judgment against Defendant, Docket 1 page 8 number 39, page 9 number 51, and page 11, number 58. The Plaintiff again violated Local Rule 7.1(b)(2) in Docket 22, Motion for “Permanent Injunction” and “Motion to Enter Default Judgment”

The Plaintiff has failed to produce Documentation as requested by the Defendant as required under Rule 34. The Court has just cause to Dismiss this case for the Plaintiff's violations as defined in Rule 37 Failure to Make Disclosures or to Cooperate in Discovery Rule 37, (b)(2)(v)

The Defendant did not fail to answer requests for admissions and does not concede liability. The “Defense Response to Plaintiff's Motion for Security Costs” and “Defense Response to Plaintiff's Motion for Sanctions for Defendant's Failure to Comply with Court Order Compelling Discovery” clearly demonstrate the Bad Faith and violations the Plaintiff has committed concerning Discovery.

The Plaintiff has acted in Bad Faith concerning Discovery and has violated Rule 26, Rule 33, Rule 34, and Rule 37.

The Plaintiff has admitted that the Statements made on the www.aua-med.com are in fact True. The Plaintiff admits that they have disclosed Student Grades and that at least one student was sexually assaulted.

The Plaintiff's motion is frivolous per Rule 11(b), attorney has violated LR 83.22, and Attorney Conduct Rule 3.4(a) Fairness to Opposing Party and Counsel, withholding requested documentation as requested in the Defendant's Requests for Documentation per Rule 34. The Plaintiff's attorney has violated Attorney Conduct Rule 4.1 Truthfulness of Statements to Others.(Lied to Judge on March 24)

The Plaintiff has refused to produce Documentation to the Defendant per Rule 34. The Plaintiff is in violation of 18 U.S.C. 1505 Obstruction of proceedings before departments, agencies, and committees.

The Defendant will demonstrate just a few of the many examples of Fraud, Perjury, and violations of Student Civil Rights, and Breach of Contract made by Neal Simon, AUA, Susan Zonia, St Joseph Mercy Oakland Hospital, Trinity Health.

I. AUA and St Joseph Mercy Oakland Hospital commit Fraud, Perjury, Breach of Contract, violate 20 U.S.C. 1011(a) Student Civil Rights

A. St Joseph Mercy Oakland admit to fraud according to FBI annual report.

Exhibit 1, The Department of Health and Human Services and The Department of Justice Health Care Fraud and Abuse Control Program Annual Report For FY 2005

Page 20,

Section: "Other Administrative Enforcement Actions – Civil Monetary Penalties"

Last paragraph:

“St Joseph Mercy-Oakland Hospital in Michigan agreed to pay \$4 million for allegedly violating the anti-kickback statute and Stark law in connection with financial arrangements between the hospital and more than a dozen physician groups. The hospital voluntarily disclosed the potential violations under the HHS/OIG’s “Provider Self-Disclosure Protocol”

B. Susan Zonia Terminated from St Joseph Mercy Oakland Hospital

Exhibit 2 “State of Michigan in the Circuit Court for the County of Oakland”

Case No: 11-116369-CD

Susan Zonia, Plaintiff v. Trinity Health-Michigan d/b/a St. Joseph Mercy Hospital,
Pontiac, Defendant.

Susan Zonia’s claim 13. **“In or about July 2010, Plaintiff objected to violations of federal immigration law by residents who were moonlighting in the Internal Medicine Department”**

C. Exhibit 3- David Gunsberg, P24235 Suspension – 30 Days

Exhibit 4, Ohio.com

“Two attorneys and couple from Michigan were sentenced for their roles in removing a man with Alzheimer’s disease from a Summit County nursing home.”

“Michigan attorneys David Gunsberg and Bryan Schefman were ordered to serve 30 days in Glenwood Jail and pay a \$500 fine for their role in removing the man from the nursing home”

“The Summit County prosecutor had originally charged the couple with kidnapping”

“Gunsberg was charged with unlawful restraint, riot and negligent assault stemming from the removal of Lawrence Rithstein”

D. Neal Simon lied under oath throughout Docket 1, **Exhibit 5**, as an example concerning FERPA violations, student safety, and Docket 1 Claim 13

“As a result of his dismissal from the University, Defendant initiated a lawsuit against AUA and its educational partner hospital Trinity-Health Michigan’s St. Joseph Mercy Hospital in Pontiac, Michigan.”

Exhibit 6, Email From Paul Nicoletti, Date: **December 20, 2007**

To includes email address: nssimon@auamed.org

Subject: Steven Woodward v. Trinity health-Michigan

“Enclosed please find a copy of the civil action that was filed this afternoon. I would hope that this matter could be resolved without the need for costly and protracted litigation.”

Exhibit 7 The date of Dismissal: **May 21, 2008** page 2, cc: Neal Simon, President AUA College of Medicine

E. Grades and Evaluations of Steven Woodward prove AUA Committed Fraud before Oakland County Circuit Court Judge Kumar.

1. Exhibit 8 are the Final Grades for Steven Woodward, he earned 80% and AUA Failed him. AUA States **"Failed Final Exam. Did take remedial and failed"**

2. Is an Email from Dr. Yanez, St Joseph Mercy Oakland Program Director.

From: Jeffrey Yanez <yanezj@trinity-health.org>

To: Bulat <elizabethbulat@comcast.net>; Hamed <m.hamed01@gmail.com>; Chheda

<vishal.doctor@gmail.com>; Evans <lakedra_evans@hotmail.com>; Hampel

<n_hampel@hotmail.com>; Ozuomba <ozuomba@hotmail.com>; Chahal

<chahalparas@yahoo.com>; Sibia <jaya18_221@yahoo.com>; Kristen

<nicokristen@yahoo.com>; Woodward <steve_l_woodward@yahoo.com>

Cc: Deneen McCall <MCCALLDY@trinity-health.org>; Susan Zonia <ZONIAS@trinity-health.org>

Sent: Sat, December 8, 2007 8:39:48 AM

Subject: Final exam "curve"

After reviewing the final exam results AUA has decided to apply a 10% "curve" . AUA requires a 80% score on the final written exam to pass semester V. Your score + 10% = final curve score.

The maximal score with the curve is 95%!

JPY

Note: AUA applied only a 4% curve to the final for all but student 9, Hamed, Mousa, of which received a 5% curve.

3. Dr. Yanez admits there's problems with the examination software application.

Steven Woodward is allowed to take to "Vocabulary" section only of the Final Exam.

From: Jeffrey Yanez <YANEZJ@trinity-health.org>

To: steve_l_woodward@yahoo.com

Cc: Deneen McCall <MCCALLDY@trinity-health.org>; Susan Zonia <ZONIAS@trinity-health.org>

Sent: Mon, December 10, 2007 7:05:42 AM

Subject: test

Steve,

Due to testing irregularities, AUA will allow you a retake on the Vocabulary section on Tuesday between 3 and 4 PM. Please see Deneen for further details and arrangements.

Please note that the test may look different and have new/different content?

You will need a total score of 560 out of 800 questions. 80% (640 questions) less the 10% curve = **560 questions**

Note: The testing software application did not work properly. The Required Pass Rate was 560.

4. Proof AUA Falsifies the Final Grades.

Exhibit 9 is the Final Exam Scores for Steven Woodward, which equal **568**.

Note: Vocabulary scores equal **88%**

There was no remedial exam as stated in the Final Grades note (3).

AUA's testing software did not work.

Steven Woodward did NOT FAIL the Vocabulary test as reported so on the Final Grades.

AUA committed Fraud to purposefully Fail Steven Woodward because of a lawsuit filed by Steven Woodward against AUA, Susan Zonia, and St Joseph Mercy Oakland Hospital, Trinity Health.

5. Exhibit 10, Defendant's Trinity Health-Michigan and Susan Zonia's Case Evaluation Statement.

On page 5, **"Woodward took and failed the fifth semester Final Exam."**

6. Exhibit 11, Brief in Support of Answer to Plaintiff's Motion for Entry of Default and Judgment

"Statement of Facts

The Case: This is a Motion to Compel Discovery in a meritless case in which Plaintiff **"washed out"** of the fifth semester of his second year at the American University of Antigua Medical School(AUA)."

This case evaluation and brief was written by David Gunsberg, P24235, an attorney that participated in the kidnapping of a Patient and was sentenced to Jail.

David Gunsberg commits Fraud, is a Liar, and Convicted Criminal. AUA, St Joseph Mercy Oakland Hospital, Trinity Health, and Susan Zonia committed Perjury and Fraud before Oakland County Circuit Court.

F. Breach of Contract, Fraud, and Perjury by Susan Zonia, Neal Simon, AUA, and St Joseph Mercy Oakland Hospital, Trinity Health.

1. Exhibit 12 is the contract between American University of Antigua College of Medicine and St Joseph Mercy-Oakland hospital, AUA students are a third party beneficiary of this contract.

Page 1, paragraph 5

“The goals of the Program are to (1)improve the opportunities for professional training of students of the College; (2) increase the students’ exposure to the clinical disciplines in the Hospital; (3) educate the students in such a manner as to maximize the efficiency and success of the students.”

Paragraph 7

“The hospital clerkship program will include rotations in Internal Medicine, Surgery, Family Medicine, Pediatrics, and Obstetrics and Gynecology and electives.”

The Schedule of Clinical Rotations, **Exhibit 13**, shows Steven Woodward only received two(2) Clinical Rotations: Internal Medicine and Family Medicine. The Clinical Schedule denotes a Rotation in Emergency Medicine but because of AUA/St Joseph Mercy Oakland’s disorganization there was no Emergency Medicine Rotation.

There were ten(10) students in the class each paid approximately \$12,000.00 for the semester. There was approximately 15 weeks in the Semester; the last page of the Contract marked as “Exhibit 1” states:

“College agrees to pay Hospital at the rate of \$350 per week per student for all core clinical clerkships provided by Hospital to College’s Clinical Students.”

$\$350 \times 10 \times 15 = \$52,500.00$

Neal S. Simon signed this contract for the American University of Antigua.

Semester Duration

From: Jeffrey Yanez <YANEZJ@trinity-health.org>

To: Bulat <elizabethbulat@comcast.net>; Hamed <m.hamed01@gmail.com>; Chheda

<vishal.doctor@gmail.com>; Evans <lakedra_evans@hotmail.com>; Hampel
<n_hampel@hotmail.com>; Ozuomba <ozuomba@hotmail.com>; Deneen Nicks
<NICKSD@trinity-health.org>; Susan Zonia <ZONIAS@trinity-health.org>; Chahal
<chahalparas@yahoo.com>; Sibia <jaya18_221@yahoo.com>; Kristen
<nicokristen@yahoo.com>; Woodward <steve_l_woodward@yahoo.com>

Sent: Mon, November 19, 2007 12:43:52 PM

Subject: Correction

AUA semester V students:

A follow up to my e-mail from one hour ago regarding you last day of rotations. I just discussed with each of you the dates for the semester 5 semester and advised you not to book anything pending clarification from AUA. (10 out of 10 in the room.)

The Registrar from AUA states that all rotations are 15 weeks in duration. We started this semester on September 12, 2007. **15 weeks** puts the last day as December 26, 2007. We will keep the date of the final written exam as Friday December 7, 2007 at this time. The last day of the rotation is pending confirmation from AUA.

15 weeks is December 26, 2007.

JP Yanez

2. Define Breach of Contract to a Third Party Beneficiary, ius quaesitum tertio, Contracts (Right of Third Parties) Act 1999.

- the parties A (promisee) and B (promisor) contract each in his own name but with the intention of creating an opportunity for C (third-party beneficiary) to acquire a benefit, conditional upon acceptance, from B; or

- C immediately acquires a conditional right, from which A is able to release B until the moment of acceptance, when the right of A to release B is extinguished.

For third-party rights to come into existence, certain contractual criteria must be met to show an object to benefit:

- a) a valid contract must exist between two contracting parties and not some other relationship;
- b) the contracting parties must have intended to confer a benefit, and not a simple interest, to a third party, either expressly or impliedly;
- c) the third-party beneficiary must be named or referred to, or is a member of a distinct class referred to;
- d) the intention to benefit must generally be irrevocable, though a life insurance policy is an exception;
- e) finally, there must be some intimation to the third party of the contract's existence.

a. Exhibit 12 is the contract between AUA and St Joseph Mercy Oakland Hospital, signed by Neal S. Simon

b. and c. The contract clearly states **“training of students of the College”**

d. Page 1, paragraph 1 **“THIS AGREEMENT, made the of May, 2007”**

Paragraph 6 **“This Agreement shall take effect for a period of one year from the signing of this Agreement and is subject to annual renewal upon mutual consent.”**

e. The “Fifth Semester Introduction to Clinical Medicine Course Syllabus”, **Exhibit AD**, clearly states:

Page 5, Number 11: Start the in-depth study of General Clinical Sciences, including Internal Medicine, Surgery, Pediatrics, Gynecology, Obstetrics, Family Medicine and Psychiatry.”

The “Fifth Semester Preliminary Clinical Medicine Course Guidelines”, **Exhibit AE** states, page 9 Section E Clinical Rotations – Schedule: “Clinical rotations are identified as follows:

Rotation in hospital wards (H), Emergency Department (ED), hospital outpatient facility (HO), preceptors office (PO)

Rotation in outpatient specialty services (either hospital or preceptor’s office) Internal Medicine (IM), Surgery (S), Pediatrics (Ped), GYN/OB, Psychiatry (PS))”

AUA admits that St Joseph Mercy Hospital was a “partner”.

3. Exhibit 13 is the Schedule of Clinical Rotation Evaluations

Steven Woodward was scheduled for three rotations but only received two, Internal Medicine with Dr. Malloy(M) and Outpatient with Dr. Breitenbach(A2)

Steven Woodward and the other nine students were intentionally cheated out of approximately 60% of the intended Clinical Training.

A. There was only two signed Evaluations for Steven Woodward’s performance during the 5th Semester Clinical Program at St Joseph Mercy Oakland Hospital.

Outpatient Evaluation, Exhibit 14, Signed by Dr. Breitenbach for Steven Woodward

-Attended all scheduled sessions

-Attitude = **95%**

-Learning Skills = **95%**

-Communication Skills = **95%**

-Professionalism = **95%**

Scoring 95% = **Outstanding Student**

Dr. Breitenbach took the time to write: **Very Compute Literate, Excellent Student.**

In-Patient Student Evaluation, Exhibit 15, for Steven Woodward, signed by Dr.

Malloy

-Attended all academic sessions

-Medical Knowledge = **80%**

-Attitude = **90%**

-Learning Skills = **90%**

-Communication Skills = **90%**

-Professionalism = **90%**

By definition: **Steven Woodward is an Outstanding Student.**

B. Susan Zonia's memo, Exhibit 16,

"We found the attitude and demeanor of Steven Woodward to be completely inappropriate and detrimental to the program."

"But, instead of constructive criticism, he vented anger in a professional unacceptable manner", "Mr. Woodward's lack of professionalism and poor communication skills are a source of great concern."

C. **Exhibit 17** is the Deposition of Susan Zonia:

Page 43, line 12

Q. But did you ever ask –strike that. Is it fair for me to assume that you never asked Deneen of Dr. Yanez is there was anything positive about Mr. Woodward?

A. I did not use those words, no.

Q. All right. You didn't use those words, but you didn't use that general frame of mind either?

Mr Gunsberg: Is that a questions?

Q. Is that correct? In other words, you –

A. I was looking for something good about Mr. Woodward which is why we waited over a month before I talked –or a month before I talked to him. I was hoping he would settle down and find a way that he could cope with this 12-week course so that he could move on with his life. That was my sincerest wish. I don't like it when they had problems. I don't like it. It makes my life more difficult. And I wanted him to find a way to cope with it. **He never showed me or my direct reports that he had found a way to just get through this so the only feedback, my only interactions, were negative. I did not go the extra 300 yards to find a positive, that is correct."**

Susan Zonia committed perjury, St Joseph Mercy Oakland hospital evaluations confirmed Steven Woodward was an "OUTSTANDING" student.

AUA, St Joseph Mercy Oakland hospital, Trinity Health, Susan Zonia, and Neal S.

Simon **assassinated** Steven Woodward Professionally for criticizing the program for which all of the students were being cheated, violating 20 U.S.C. 1011(a).

II. Trademark and Cybersquatting

The Plaintiff's Claims of Trademark Infringement and Cybersquatting Claims are frivolous and without merits, even as stated by Judge Patriot J. Duggan.

- The Plaintiff admits they have not filed for a Trademark **"though unlicensed"**.
- There is overwhelming evidence that the Plaintiff's mark is not famous, but generic, therefore can not be licensed.
- There is evidence the Plaintiff does not own or have rights to **"auamed.org"**
- The Plaintiff's Website name **"auamed.org"**, which indicates a "Generic Top-Level Domain, TLD", by the international regulation organization, Internet Assigned Numbers Authority, IANA.
- The Plaintiff has admitted to violating the very rules of which they are accusing the Defendant, 15 U.S.C. 1125.
- The Plaintiff is attempting to create a monopoly on a name of which they have no rights and infringe on existing long time famous names.
- The Defendant is acting in accordance with Fair Use by Exclusions 15 U.S.C. 1125(c)(3).

A. The Plaintiff admits that their materials are NOT LICENSED, in their own Plaintiff's Motion for Summary Judgment, page 9, last paragraph.

"Because Defendant has published AUA's actual (though unlicensed) materials on his website, he's created a substantial likelihood that web viewers will be confused as to the source of the information disseminated."

1. The Plaintiff admits their trademark is not licensed.

The Defendant searched the United States Patent and Trademark Office for:

“American University of Antigua”, Exhibit 18 – No Results

“auamed”, Exhibit 19 – No Results

“AUA”, Exhibit 20 – of which there is already taken for the concerning genetic code.

2. The Plaintiff’s mark is both descriptive, generic, and can itself cause confusion, hence can not be registered.

According the United States Patent and Trademark Office.

“On the trademark side, the examining attorneys make sure the mark complies with all of the legal requirements for registration of a mark: for example, that the mark **isn't descriptive, generic, or likely to cause confusion with other registered marks.**”

B. The Plaintiff is violating other company trademarks including the Defendants

The Plaintiff’s mark is neither original or famous to them.

1. **“AUA.com”, Exhibit 21**, is owned by Austrian Airlines, **Exhibit 22**, and is an example of a domain name that **“diverts”** or **“redirects”** users, **Exhibit 23**. If the user types **“www.aua.com”** they are diverted to **“http://www.austrian.com/?cc=us”**.

AUA.com was created on 15-jan-1996, approximately seven years prior to the Plaintiff’s website.

2. **“AUA”** in the education industry is not famous, the Plaintiff is actually violating the logo Trademark of **“The American University of Athens”** or as their logo, trademark, quotes **“AUA” Exhibit 24**.

The American University of Athens homepage quotes **“The American University of Athens incorporated in the state of Delaware, under its corporate laws and regulations in 1994”**

“AUA.edu” Exhibit 25, is owned by the American University of Athens

If there is confusion over the use of **“AUA”** to internet users the **“American University of Antigua College of Medicine”** is violating **“American University of Athens”** in the education industry, **Exhibit 26**.

3. **“AUA.org”, Exhibit 27**, is owned by a company in China. **AUA.org, Exhibit 28**, is assigned to the American Urological Association, **Exhibit 29, created 1998**.

4. **“AUA.net”, Exhibit 30**, is owned by Assyrian Universal Alliance, it was registered on 5-jun-1996, **Exhibit 31**

5. **“AUAMED.com”, Exhibit 32**, is also taken.

6. **“MED.com”, Exhibit 33** and **“MED.org”, Exhibit 34** is also taken.

C. The Plaintiff, American University of Antigua, does not own **“auamed.org”, Exhibit 35**

Note: the Plaintiff is advertising Title-IV loans even though they have admittedly violated FERPA regulations by violating student privacy.

The website **“auamed.org”** is owned by GCLR, LLC, **Exhibit 36**, not the American University of Antigua College of Medicine.

The Plaintiff has repeatedly refused to provide the Defendant any information as to any owners or other related corporate information.

The domain **“auamed.net”, Exhibit 37** is owned by GCLR, LLC, not the American University of Antigua College of Medicine.

D. The Plaintiff's website is "**Generic**" according to International Regulations and naming convention, **Exhibit 38**, and hence can not be considered as a Trademark.

1. The Top-level-Domain for the Plaintiff's Web site is "**.ORG**" which is defined as "**generic**" by international standards.

Exhibit 39, defines the agency that controls Top Level Domains, TLD's, for the Internet, "The Internet Corporation for Assigned Names and Numbers, ICANN in an international organization, non-profit corporation that has responsibility for Internet Protocol, IP, address space allocation, protocol identifier assignment, generic(gTLD) and country code (ccTLD) Top-Level Domain name system management and root server system management functions. These services were originally performed under U.S. Government contract by the Internet Assigned Numbers Authority (IANA) and other entities."

2. Ross University is an example of using International Standards for creating Domain Names, **Exhibit 40**, "**www.rossu.edu**"

The emails from my friends and professors of Ross University demonstrate proper assignment of Domain Names and Top-Level Domains.

"PGoff@rossmed.edu.dm", **Exhibit 41**

The TLD "**edu**" and "**dm**" is defined as "**.EDU**" sponsored, "Reserved for post-secondary institutions accredited by an agency on the U.S. Department of Education list of Nationally Recognized Accrediting Agencies". The ccTLD Country Code "**.DM**" is reserved for the country of Dominica, where the "Ross College of Medicine" is located. Another friend of the Defendant and professor from Ross University, Mike Smith sent me an email, **Exhibit 42**.

“msmith@rossvet.**edu.kn**” is defined as “.EDU” and “.KN” educational, with a ccTLD Country Code of “.KN” reserved for the country Saint Kitts and Nevis, where the Ross College of Veterinary Science” is located.

3. Antiguan Schools and education institutions that do comply with international standards include:

<http://www.sja.edu.ag/>

<http://www.abiit.edu.ag/>

<http://elearning.abiit.edu.ag/>

<http://www.asc.edu.ag/>

<http://www.abut.edu.ag/>

<http://elearning.asc.edu.ag:8080/login/index.php>

<http://www.markosweb.com/www/abut.edu.ag/>

The Plaintiff's violation of International Standards is the cause of any confusion by any Internet user.

E. The domain names “**AUA-MED.edu**”, **Exhibit 43** and “**AUAMED.edu**” **Exhibit 44** are available. If the Plaintiff complied with International Standards there would be no confusion.

F. The organization GCLR, LLC owns “**AUAVET.com**” **Exhibit 45**, “**AUAVET.org**” **Exhibit 46**, “**AUANURSING.org**” **Exhibit 47** and “**AUANERSING.com**” **Exhibit 48** none of which comply with International Standards for an educational institutions.

G. The Plaintiff has admitted to violating the very rules of which they are accusing the Defendant, 15 U.S.C. 1125(a)(1)

“Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which-

A. is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person, or

B. in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities.

shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act. “

The Plaintiff quotes on their signed under oath Docket 1 Claim 22, **Exhibit 5**

“In that Plaintiff utilizes its own website to market and provide useful information to prospective students”

The Plaintiff's website violates Federal Law 15 U.S.C. 1125 by not using the correct international Domain Name convention giving false and misleading facts concerning the geographic origin, characteristics of goods and services by using “**auamed.org**” instead of “**auamed.edu.ag**” an educational institution located on Antigua.

H. The “Plaintiff's Motion for Summary Judgment” own Exhibit B, shows there is no confusion between the Plaintiff's and the Defendant's websites.

The Defendant clearly prints

“This is not the official American University of Antigua, AUA, site”

I. The Defendant is not involved in any goods, services, or commercial or economic gain from www.aua-med.com.

1. Judge Patrick J. Duggan ruled that the Lanham Act 15 U.S.C. 1125 does not apply in this case.

Exhibit 49

The Court: We’re going to go to each one of your theories because I’m trying to figure out why you’re asserting these theories because it doesn’t seem to me your Lanham Act has any merit at all”

2. 15 U.S.C. 1125 (c)(3) Exclusions

The following shall not be actionable as dilution by blurring or dilution by tarnishment under this subsection:

(A) Any fair use, including a nominative or descriptive fair use, or facilitation of such fair use, of a famous mark by another person other than as a designation of source for the person’s own goods or services, including use in connection with

(i) advertising or promotion that permits consumers to compare goods or services; or

(ii) identifying and parodying, criticizing, or commenting upon the famous mark owner or the goods or services of the famous mark owner.

(B) All forms of news reporting and news commentary

(C) Any noncommercial use of a mark

(d) Cyberpiracy clause(B)(ii)

Bad faith intent described under subparagraph (A) **shall not be found in any case in which the court determines that the person believed and had reasonable grounds to believe that the use of the domain name was a fair use or otherwise lawful.**

The Defendant does not engage in any commercial practices, good or services hence Fair Use should be granted and 15 U.S.C. 1125 has no merit at all.

The Defendant is legitimate and guaranteed Fair Use as defined in 15 U.S.C. 1125.

The Plaintiff is again accuses the Defendant because of their incompetence, negligence, refusing to comply to basic standards in the international education industry, similar to their violations in Student Privacy by breaking their own Student Handbook contractual/policies, concerning their disclosure of student grades violating the United States Department of Education rules concerning Student Privacy, FERPA regulations. The Plaintiff's refusal to acknowledge practice basic education laws designed to protect students, 20 U.S.C. 1092(f) The Clery Act.

The Plaintiff has been in business only since 2004, at least one student has been sexually assaulted, one is dead, and at least two have been reported for drug related problems.

This Plaintiff, a Medical University, has filed a frivolous lawsuit against the Defendant for being RIGHT and MORAL according to United States Laws.

III. Defamation:

The Plaintiff has refused to answer any of the Defendant's Interrogatories and has refused to produce any documentation per Rule 34 Producing Documents, and Rule 37 Failure to Make Disclosure or to Cooperate in Discovery.

The Plaintiff is in violation of "deliberate inaction" in handling the case.

The Court has authority, under Rule 37(b)(2)(v) dismissing the action or proceeding in whole or in part.

The following elements apply to a Defamation Claim:

- A. True Statements
- B. Opinion
- C. Fair comment - New York Times Co. v. Sullivan 376 U.S. 254
- D. Statements made in a good faith and reasonable belief that they were true
- E. Consent
- F. No actual injury

The Defendant will not prove there is no Defamation claim per elements defining Defamation.

A. True Statements

The Plaintiff has admitted the information contained in the Defendant's Web Site www.aua-med.com is in fact **TRUE**. This invalidates their own element (a) of Defamation, "a false and defamatory statement concerning plaintiff".

1. The Plaintiff's Docket 1 Claims, **Exhibit 5**, initially alleged the Defendant violated Family Educational and Privacy Act, FERPA, 20 U.S.C 1232, the Plaintiff obviously concedes these Claims, as supported by the Honorable Judge Patrick J. Dugan, **Exhibit 50**, page 14, line 24.

"The Court: It's just ridiculous. I don't know why you're arguing that. His conduct can't be considered a policy or practice of the University. You said that from the very beginning, it's not. I don't know why you're arguing these claims that have every little, if any, merit. And the problem is you can—obviously, an attorney can argue alternate

theories, but you've got to have some basis for the alternate theory or what happens is, the Court says, "Wow, he's just throwing everything in there so if they're weak, all his claims must be equally weak." And it's just a bad practice, in my judgement, to assert any claim unless you have solid evidence that there's at least some good merit to it and **I don't think there's any merit to this claim at all**"

The Plaintiff now concede that their claims are not only frivolous and without merit, but were made in Bad Faith and Attorney Misconduct, perjury by Neal Simon, for attempting to aid his client in covering up violations of Federal Laws, including FERPA violations, and a breach of contract/policies of their own Student Handbook.

The Plaintiff's Defamation claims are frivolous based on the Plaintiff's own admissions that the Defendant is in fact writing the TRUTH.

The information published by the Defendant on www.aua-med.com is in fact True, by the Plaintiff's own admissions.

2. The Plaintiff has complete disregard for the Privacy Rights of their students as defined in their own contractual/policy obligations of student privacy as defined in their Student Handbooks, **Exhibit AB**, and **Exhibit AC**, under "Privacy Rights" section:

"The University adheres to the mandates of the United States Family Educational Rights and Privacy Act(FERPA)"

The Plaintiff's own admissions proves without a doubt that the American University of Antigua College of Medicine has violated of Student Rights as defined by United States Law concerning the FERPA.

The Plaintiff has in fact conspired against each one of the students whose grades were disclosed; attempting to COVER-UP evidence, by shutting down www.aua-med.com.

AUA-MED.com is of value to students who have legitimate claims, of potential substantial monetary consequences.

3. In doing so, the Plaintiff has admitted that they have conspired to commit fraud, under Title 18 of the U.S.C.

18 U.S.C. 1349 Attempt and conspiracy

“Any person who attempts or conspires to commit any offense under this chapter shall be subject to the same penalties as those prescribed for the offense, the commission of which was the object of the attempt or conspiracy”

The Plaintiff's actions prove they were conspiring to deny students evidence and legitimate compensation for violating FERPA Laws and 42 U.S.C. 1983 “Civil action for deprivation of rights”

536 U.S. 273 (2002) Gonzaga University et al. v. Doe.

“Respondent then sued Gonzaga and League (petitioners) in state court. He alleged violations of Washington tort and contract law, as well as a pendent violation of § 1983 for the release of personal information to an "unauthorized person" in violation of **FERPA**.^[1] A jury found for respondent on all counts, awarding him \$1,155,000, including \$150,000 in compensatory damages and \$300,000 in punitive damages on the **FERPA** claim.

278*278 The Washington Court of Appeals reversed in relevant part, concluding that **FERPA** does not create individual rights and thus cannot be enforced under § 1983. 99 Wash. App. 338, 992 P. 2d 545 (2000). The Washington Supreme Court reversed that decision, and ordered the **FERPA** damages reinstated. 143 Wash. 2d 687, 24 P. 3d 390

(2001). The court acknowledged that "**FERPA** itself does not give rise to a private cause of action," but reasoned that **FERPA's** nondisclosure provision "gives rise to a federal right enforceable under section 1983." *Id.*, at 707-708, 24 P. 3d, at 400."

4. The Plaintiff's own admission proves without a doubt that any statements made by the Defendant concerning: **Fraud, Conspiracy, Criminal Activities, and Civil Rights** concerning the Plaintiff are in fact **TRUE**.

Statement of fact: The Plaintiff has admitted to violating at least the following United States Laws against at as many as 150 AUA students:

42 U.S.C. 1983 "Civil Action For Deprivation Of Rights",

42 U.S.C. 1981 "Equal Rights Under the Law,

42 U.S.C. 185"Conspiracy to Interfere with Civil Rights"

18 U.S.C. 241 "Conspiracy Against Rights"

18 U.S.C. 1349 "Attempt and conspiracy"

20 U.S.C 1232 FERPA

B. Students Testify AGAINST AUA, both Fox News and Antigua Observer Newspaper.

1. **Exhibit AA** Fox News Video

Electronic File

"0ff4865aaa241e8eeeeec316b4338c32.20110511025521.0716970.mp4"

The video can be seen

http://www.youtube.com/watch?v=pYFDCry0_ug

or

http://www.clipsyndicate.com/video/play/2450833/nursing_school_nightmare

Is the Fox News Report

Rosie Velasquez

"I was Devistated"

"They lied to me, I was cheated, I was sent, I went to Antigua, I left my family, and I gave them two years out of my life to come back to nothing"

"They promised me"

Linda Burdue(sp)

"It was very hard to deal with, knowing that at the end there is nothing"

Ishmael Jeffers

"I think it's just very important to expose the situation, so no one else can fall prey to the circumstance"

2. American University of Antigua students testify against the Plaintiff, and Neal Simon admits wrongdoing, **Exhibit 51. "AUA Accused of Awarding Worthless Degrees"**

From the testimony of AUA students Ishmael Jeffers and Rosie Velasquez

"Cheating them out of valuable time and money and giving them worthless degrees"

"Dreams of working as nurses being crushed"

"I think it's just important to expose the situation so that no one else could fall prey to this circumstance"

"They lied to me. I was cheated. I went to Antigua, I left my family and I gave them two years out of my life to come back to nothing"

"Everybody's intention was to start a career which we've been robbed of now"

“None of the graduates has been able to take the exam to become a nurse in New York”

“AUA’s president acknowledged that the first graduating class ran into problems last year and since then AUA has not accepted another nursing student.”

Rosie Velasquez student loan totaled US\$91,331,39

He (Neal Simon) has insisted, though, that even though students got a raw deal, it was not his university’s fault.

3. Exhibit 52, Antigua Observer Newspaper, Threat of Legal Action in AUA Debacle

“A member of the General Nursing Council is considering taking legal action against a top executive at the American Univesity of Antigua over the AUA School of Nursing debacle.”

“According to Registrar Laurellyn Williams, the school’s president Neil Simon has made untiruthful comments about Nurse Elnora Warner, whom he has accused of conflict of interest.”

“The Council stated yesterday that the statements were crafted to deceive and could be viewed as an “assassination” on Nurse Warner’s “integrity and on her personal and professional character”

“AUA is totally responsible for the dilemma it finds itself in”

“When it comes to institutions such as a nursing school which falls under the professional discipline, as school’s nursing program can only be approved by the Professional/Licensure Body, which in this case, is the Nursing Council of Antigua & Barbuda – an this is what AUA has difficulty accepting”

“According to the Council, when they approve a nursing training programme, the graduates must be capable of performing safely”

The Plaintiff has admitted to violating at least United States Federal Laws including: The Lanham Act 15 U.S.C. 1125 False designations or origin, false descriptions, and dilution forbidden and

20 U.S.C. 1011a Protection of student speech and association rights

(a) Protection of Rights

(1) It is the sense of Congress that no student attending an institution of higher education on a full- or part-time basis should, on the basis of participation in protected speech or protected association, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or official sanction under any education program, activity, or division of the institution directly or indirectly receiving financial assistance under this chapter, whether or not such program, activity, or division is sponsored or officially sanctioned by the institution.

(B) individual institutions of higher education have different missions and each institution should design its academic program in accordance with its educational goals. It is obvious and the Plaintiff had admitted to false advertising and creating a program with a worthless degree, i.e. FRUAD against students.

The Plaintiff has admitted that they failed to follow the rules for accreditation designed to ensure patient safety.

B. The Plaintiff already admitted that one of their students was sexually assaulted verifying the Defendant is telling the Truth on www.aua-med.com **“AUA student sexually assaulted”**.

1. **Exhibit 50**, page 19, line 6

Mr. Buikema: In and of itself, and AUA student was apparently assaulted. The connotation of AUA students being sexually assaulted, in tense, is a false statement.

The Court: In the what?

....

The Court: That's the spin you put on it. But the statement itself is true, "AUA students are sexually assaulted", have they?

Mr Buikema: An AUA student was sexually assaulted.

The Court: Only one?

Mr. Buikema: To my knowledge, yes"

2. Since 2004 at least one AUA student is dead, **Exhibit 53.**

"Haider Raza-Rizvi, a student of the American University of Antigua(AUA)."

Jabberwock beach is in direct proximity to the American University of Antigua, Haider Raza-Rizvi died just outside to gates of the school.

Haider Raza-Rizvi died while the Defendant's website was disabled because of an agreement so the Defendant could work.

The article continues:

"Officers arrested and charged ANOTHER medical student with possession of cannabis at the airport. Caribarena.com learned that 22-year-old Nazia Aslam Chaudhry had just completed her studies at AUA and was about to leave the country at about 6 am on Friday"

Exhibit 54, Picture Titled "drowning-dead-med-student-0.jpg"

C. Partial List of MURDER and crime on Antigua since 2008.

1. Country defined as “culturally unethical” place, **Exhibit 55**

“Integrity and ethics in Antigua & Barbuda – and not just in public life – came in for close scrutiny recently”

“Speaker of the House D Gisele Isaac-Arrindell, Member of Parliament for City West Gaston Browne, and Ambassador Plenipotentiary Leon Chaku Symister were guests in Observer Radio’s Snake Pit last Thursday.”

“Antigua is a small country made even smaller by the fact that our indigenous population is 50-little bit per cent, and I have seen corruption up close and I have reported corruption” a passionate Isaac-Arrindell said.

2. Murder, Sexual Offences Top Police Stats, **Exhibit 56**

“The figures indicate that sexual offences have increased 127 per cent from the 44 recorded last year, while there were 16 murders, two more than occurred in 2008.”

“Incidents of rape have more than quadrupled from the figures recorded in 2007.”

3. Police Officer Guilty, **Exhibit 57**

“For the second time in less than a year ANOTHER member of the Royal Police Force of Antigua & Barbuda faces jail time for a crime against a civilian.

Assistant Superintendant of Police(ASP) Everton Francis was yesterday declared guilty of wounding a Jamaican man and remanded to Her Majesty’s Prison.”

4. US State Department, **Exhibit 58**

“there were problems in a few areas, including excessive use of force by police, poor prison conditions, violation of press freedoms, societal discrimination and violence against women, and sexual abuse of children”

5. CDNN, **Exhibit 59**

St Johns, Antigua(21 Feb 2009) –

“Known among yahcies as **“death island”**, Antigua is struggling to prop up its collasing tourism industry as local gang members kill and rob tourists in broad daylight”

“gangs went on a one-day robbery spree day before yesterday that victimized tourists from four cruise ships”

“Austraillian yacht skipper, Drew Gollan, 38, was gunned down and killed near a police station at English Harbour while trying to protect his wife, who was also shot, and their baby daughter”

6. Star Clipper drops Antigua in wake of murder of cruise ship passenger, **Exhibit 60**

7. Cruise Passengers Attacked & Robbed in Antigua While Cruise and Tourism Officials Meet, **Exhibit 61**

8. Welcome to Antigua: Welcome to Rape, Bribes, Money-Laundering, Corruption, **Exhibit 62**

9. Caribbean shooting: Antigua has murder rate three times higher than New York, **Exhibit 63**

“With just 80,000 people living there Antigua’s murder rate per head of population is more than three times that of New York.”

“Last year there were a record 19 murders in Antigua”

10. Post-mortem Reveals tourist died from stab wound, 26, **January, 2010, Exhibit 64**

“A post-mortem examination was carried out last Friday on the body of murdered US tourist Nina Elizabeth Nilssen whose body was discovered exactly one week ago at Winward Bay, close to Pigion Point.”

“cause of death was due to haemorrhaging as a result of a stab wound”

“The 29-year-old San Francisco State University graduate student had arrived in Antigua aboard the Royal Clipper. The family was celebrating the marriage of Nilssen’s 32 year old sister”

11. A newly married British doctor has been killed and her husband critically injured after they were shot in their Caribbean honeymoon hotel cottage, **Exhibit 65**

“Catherine Mullany, 31, died on Antigua and her husband, Ben, also, 31, is fighting for his life after what police are treating as a robbery attempt”

“Honeymoon groom dies in hospital”

12. Doctor dies in honeymoon shooting, Exhibit 66

13. Cuban doctor is third murder victim for the year, February, 17, 2010, Exhibit 67

“39-year-old doctor”

14. Teen mother to serve two years for infanticide, Exhibit 68

15. Police investigate possible death of another baby, Exhibit 69

16. Maps of Antigua.

a) Exhibit 70 shows the location of AUA.

b) Exhibit 71 shows the location of Clare Hall in reference to AUA, approximately 3 miles.

c) Exhibit 72. Gunmen terrorize “Bosnia”. “A shoot-out, reminiscent of the Wild, Wild, West, has left residents in Clare Hall pleading for police protection. On Monday night, some time after 10 o’clock, residents in the area known as Bosnia, were awakened by gunfire and the sounds of a fast-moving vehicle.”

d). **Exhibit 73** shows the location of **Jabberwock Beach** compared to **AUA** and is where the **AUA student died**.

Exhibit 74, "The family of the medical student who died over the weekend is refusing any suggestions of suicide. The body of 27-year-old Haiber Raza-Rizvi, a former student of the American University of Antigua(AUA), was found floating at Jabberwock Beach on Sunday morning. Unofficial reports said Raza-Rizvi was despondent because he feared he did not pass a course at the university."

D. Exhibit 75, Burnout and Suicidal Ideation among U.S. Medical Students.

<http://www.annals.org/content/149/5/334.abstract>

"Approximately 50% of students experience burnout and 10% experience suicidal ideation during medical school."

E. Exhibit 76, ValueMD, Crime In Antigua.

1. "I am outraged that school officials are not taking any steps to protect students and faculty from the escalating crime levels in this WAR zone." "I am terrified of these people as are school officials why is it that our president is escorted by armed security when he visits the island is his life more valuable than ours and our profs? If he thinks Antigua is a safe place why does he not move his office here rather than on Wall St."

2. **Exhibit 77**, islandthrift,

"there was an incident a few weeks ago where a student was beaten pretty badly and had a knife pulled on him before the police showed up. Several people have asked the school to make an official announcement about the incident but they have thus far failed to do so."

3. **Exhibit 78**, ValueMD, Tipton Carlson, Associate Director of Admissions.

“On what? AUA students denigrating their own school in a public forum where hospital Program Directors, State officials and others get to question the credibility of AUA simply based on what a handful of students write? Mr. Woodward(Dick Woodward, Senior Vice President for Enrollment Management & Chief Operating Officer, No Known Relation to Defendant) and I will continue to do whatever we can to help address real concerns. I don’t think you all realize how significant some of your posts are.”

This is evidence of AUA’s attempts to violate Student Civil Rights of speech by intimidation.

20 U.S.C. 1011a Protection of student speech and association rights

(a) Protection of Rights

(1) It is the sense of Congress that no student attending an institution of higher education on a full- or part-time basis should, on the basis of participation in protected speech or protected association, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or official sanction under any education program, activity, or division of the institution directly or indirectly receiving financial assistance under this chapter, whether or not such program, activity, or division is sponsored or officially sanctioned by the institution.

4. Exhibit 79, Permanently Banned from ValueMD

“AUA is an unprofessional, uncoordinated, and unprepared school, but great business since they took all your money and are keeping everyone waiting-it’s only a years salary the students are losing-no big deal, I’m sure the banks will understand and put a hold on the loan interest during your wait time.”

F. Student Safety The Clery Act

1. Exhibit 80: What Jeanne Didn't Know.

"During the early morning hours of April 5, 1986, our daughter, Jeanne Ann, was tortured, Raped, sodomized and murdered in her dormitory room at Lehigh University" We learned that institutional response to such tragedies could involve callousness, cover-ups and stonewalling. Lehigh officials publicly passed off Jeanne's torture/murder as an "aberration". The college, in an ill-conceived attempt to protect its "image", produced a self-serving "report"

"We learned that crime on campus was one of the best-kept secrets in the country. Until 1988, only four percent of American's colleges **reported crime statistics to the FBI**, or, generally speaking, to students, parents or anyone else."

We learned that the true picture of campus crime is startling, even horrifying; some examples: In 1987, there were at least 31 murders, more than 1,500 armed robberies and 13,000 physical assaults on college campuses nationwide. A recent survey, cited by the U.S. House of representatives, reported that thirty-eight percent of college women questioned had either been raped or were victims of **felony sexual assault.**"

Exhibit 81 Surveys by rape crisis centers have concluded that rape and sexual assault are commonplace on many campuses. **One in ten women will be raped during their years in college.**"

2. Exhibit 82 Physical Diagnosis

"According to the Washington Post, from 1981 to 1991 the rate of rape in the United States increased fourfold compared with the overall crime rate. It has been estimated that 60-80% of all college women have been sexually assaulted by dates or friends"

3. Exhibit 83, Antigua Sun, AUA Student Sexually Assaulted

“Jeffers, 22, on 17 May, 2008, about 3 a.m., stopped a medical student at the American University of Antigua (AUA), while she was on her way home.”

“He put his hands over her eyes and started to squeeze into her eyes with his fingers.

Jeffers took off his clothes and threatened to kill the woman if she screamed.”

“Jeffers then placed his penis in the woman’s face and told her to engage in oral sex.”

“The victim pulled away her head, at which time the convicted man pulled off her blouse and panties. He held her down and as he was about to rape her, a security pickup with a number of police officers drove up. Upon seeing the lawmen, Jeffers ran from the vehicle and the area naked.”

4. Exhibit 5, Docket 1, Signed Under Oath by Neal Simon

“Being First duly sworn:

I, Neal Simon, am an officer of the American University of Antigua and its general counsel. I have personal knowledge of the facts set forth in this complaint and , having read the same, I hereby attest that each and every allegation contained herein is true to the best of my knowledge, information and belief”

Docket 1: General Allefations and Defamation Claims

“21. Defendant’s website represents, alleges and publishes, as if true, false and defamatory information about AUA including, by way of example and not limitation, that”

“54. By use of direct words, narrated video clips, weblinks and “YOUTUBE” videos of his making, Defendant promulgates as if true the following “facts” about AUA:

Claim 21(h) and 54(h) “**AUA students are sexually assaulted**”

5. Exhibit 50, page 19, line 6

Mr. Buikema: In and of itself, and AUA student was apparently assaulted. The connotation of AUA students being sexually assaulted, in tense, is a false statement.

The Court: In the what?

....

The Court: That’s the spin you put on it. But the statement itself is true, “AUA students are sexually assaulted”, have they?

Mr Buikema: An AUA student was sexually assaulted.

The Court: Only one?

Mr. Buikema: To my knowledge, yes”

6. Exhibit 50, page 19, line 6

Mr. Buikema: In and of itself, and AUA student was apparently assaulted. The connotation of AUA students being sexually assaulted, in tense, is a false statement.

The Court: In the what?

....

The Court: That’s the spin you put on it. But the statement itself is true, “AUA students are sexually assaulted”, have they?

Mr Buikema: An AUA student was sexually assaulted.

The Court: Only one?

Mr. Buikema: To my knowledge, yes”

Neal Simon has lied under oath concerning the publications of the Defendant with the intent to coverup the truth concerning the sexual assault of one of his students.

The Defendant made no such statement www.aua-med.com and the Plaintiff's own

"Plaintiff's Motion for Summary Judgment" Exhibit B states:

"AUA student sexually assaulted"

G. American University of Antigua College of Medicine Advertisements

1. Exhibit 84 – "Get a world-class education in a spectacular location"

2. Exhibit 85 – "AUA is located on the vibrant and modern twin island state of Antigua and Barbuda in the Easter Caribbean. Antigua is an ideal location for studying: serene, secure and sustaining. Antigua provides AUA students with the most modern comforts and familiar lifestyle in the Caribbean, in a stable and safe environment."

3. Exhibit 86 – "A beautiful place in which to live, Antgua is an ideal location for the study of medicine: serene, secure, and sustaining. Antigua provides AUA students with the most modern comforts and familiar lifestyle in the Caribbean, in a stable and safe environment. Although students should devote most of their time to studies in order to be successful, students also need to balance their life and make time for relaxation and recreational activities."

4. Exhibit 87 – "In many ways, life on Antigua is similar to that of the U.S. There are modern supermarkets, restaurants, public transportation systems, taxis, banks, and a movie theater"

This Plaintiff, a Medical School, has lied under oath with the intent to shutdown the Defendant's website aua-med.com, conspiring to cover-up FBI reportable facts, to conspire to deny the Defendant his Civil Rights of Freedom of Speech, and trading students safety for profit. As an opinion of the Defendant.

The American University of Antigua College of Medicine does not post Crime Statistic Reports on their website intended to market to prospected students.

The local News Paper and local official speak out and report publish articles and statements concerning crimes on the Island, including sexual assault.

Medical journals and news agencies publish articles on Medical Student Suicide Rates.

News agency, and medical textbooks report on sex crimes against students.

The American University of Antigua actively intimidate and suppress negative comments that would impact the truth concerning the credibility of AUA.

Tort Law Elements: Intent, Act, Result, Causes of Action

a. **Intent:** Unreported criminal activities in the proximity of a University causes pain and suffering upon the student population. By not publishing and warning students and prospective students of criminal activities could lead to suffering of the students. By publishing false and misleading statements concerning the lifestyle on Antigua students are unaware as to criminal and safety concerns in the proximity of the University.

b. **Act:** The American University of Antigua College of Medicine voluntarily publishes false misleading advertisement concerning the safety on the island of Antigua.

The American University of Antigua president signed under oath false statements concerning with intent to suppress information concerning the safety on the island of Antigua.

c. **Result:** The American University of Antigua admits that one student has been sexually assaulted and another student is dead.

d. **Causation:** The President of the American University of Antigua College of Medicine is an Attorney. The American University of Antigua College of Medicine should be aware of the foreseeable local crime and dangers.

As defined in **Exhibit 80** The Clery family sued Lehigh College for negligent failure of security and failure to warn of foreseeable dangers on campus, of which Lehigh settled.

Reckless endangerment: A person commits the crime of reckless endangerment if the person recklessly engages in conduct which creates a substantial risk of serious physical injury to another person. "Reckless" conduct is conduct that exhibits a culpable disregard of foreseeable consequences to others from the act or omission involved. The accused need not intentionally cause a resulting harm or know that his conduct is substantially certain to cause that result. The ultimate question is whether, under all the circumstances, the accused's conduct was of that heedless nature that made it actually or imminently dangerous to the rights or safety of others.

It is the Opinion of the Defendant that the Island of Antigua is anything but stable or safe. It is the opinion of the Defendant that under tort law AUA has satisfied the requirements to demonstrate the definition of Reckless endangerment.

H. ValueMD.com is an advertisement and public blog used by the Plaintiff., Exhibit 88

A) Quality of teaching in years 1 and 2 = 25%

B) Adequacy of curriculum in preparing you for USMLE Step I = 25%

C) Quality of teaching in years 3 and 4 = 33.33%

D) Overall assessment of the clinical training at your school = 33.34%

E) Helpfulness of administration i.e. Dean of Students =25%

F) Financial Aid Counseling = 25%

G) Administration's support/encouragement of student organizations = 25%

Summary:

- Lack of organization – no syllabus, thus stating no understanding of what should usually be prepared. DPS is a total waste of time
- There is so much unethical behavior of staff and administration.
- The faculty, the lack of the school to follow policies. The lies about how good the school is; to cover the truth! The student officers telling people not to tell the truth. The "SPECIAL GRADING" policies, cheating faculty.
- Your professors will pressure you into joining them for marathon drinking sessions.
- I don't appreciate the greed of the administration: One example paying \$400EC/\$120US to park in mud, when there's no parking Lawson the entire island.
- AUA is a waste of time. The happiest day of my life was the day I boarded my plane and left that Island for good.

I. Exhibit 89, UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION.

United States of America v. James M. Davis

Plea Agreement:

The United States of America, by and through its United States Attorney for the Southern District of Texas and the Fraud Section of the Criminal Division of the Department of Justice, the defendant, James M. Davis, and the defendant's counsel, David Finn, have

entered into the following plea agreement (the "Agreement") pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

The Defendant's Agreement

1. (a) The defendant agrees to plead guilty to Counts One, Two, and Three of the information. Count One charges the defendant with conspiracy to commit wire, mail and securities fraud, in violation of 18 United States Code, Section 371. Count Two charges the defendant with mail fraud, in violation of 18 United States Code 1341. Count Three charges the defendant with conspiracy to obstruct an SEC proceeding, in violation of 18 U.S.C. 371.

Page 11, **Factual Basis for Guilty Plea**

17 (a) Beginning in at least 1988, James M. Davis(Davis) began serving as Controller of Guardian International Bank, Ltd (Gaurdian), a bank chartered in Montserrat and owned by Robert Allen Stanford (Stanford). Soon after Davis became Controller, Stanford requested that, in order to show fictitious quarterly and annual profits, Davis make false entries into the general ledger for the purpose of reporting false revenues and false investment portfolio balances to the banking regulators. In late 1989, Stanford closed Guardian in Montserrat due, in part, because of his concern with the heightened scrutiny being imposed upon Guardian by ban regulators in Montserrat."

J. The Defendant's Youtube Channel, Plaintiff's Motion for Summary Judgment, page 8

1. "DuckandDeerGrinder, **Exhibit 90**

Thank you for sharing this...I was really considering AUA"

This is totally unsubstantiated evidence:

2. **Exhibit 91** is all of the Channel Comments(7) from the Defendant's account.

Open to the public:

3. DuckandDeerGrinder, **Exhibit 92** could be anyone there is no proof who this person is:

According to a www.BING.com search this account has only posted 4 comments on the internet:

4.**Exhibit 93** DuckandDeerGrinder:

"The Islamic religion is one of hate and terror. You will perish one day."

5. **Exhibit 94** DuckandDeerGrinder:

"TerryWarrior:

Go fuck yourself you lousy useless shit"

6. **Exhibit 95** DuckandDeerGrinder

"FUCK sleiman frangieh. LF will soon come to power and free Lebanon from its troublesome condition"

L. AUA's Loan Problems and **swearing** in a Student Public Forum.

"Warning about Loans for Students", **Exhibit 96**

"You know, I'm not sure what we accomplish by brining this up again. We are aware of it; **it sucks!** ", "We have set up MBA partnership programs to try to assist with the

deficit", " Meeting with the CFO and COO, ok so the loan situation is bad... real bad."

The Plaintiff admits they have problems with obtaining Student Loans and is seeking to blame the Defendant for their own well documented problems.

Richard Woodward,(No known relation to Defendant), Vice President for Enrollment Management, American University of Antigua (AUA) writes under username

dwoodward, School Official, in the public student forum and advertisement tool called ValueMD.com siting the WORD "SUCKS"

The Plaintiff's negligence is well documented, the Plaintiff suffers at their own hand.

IV. Concent

A. Judge Patric J. Duggan has already ruled that the Defendant does not need to seek authority or license from the Plaintiff to publish information on my Web site concerning American University of Antigua in Docket 72, **Exhibit 97**

Page 1 "On March 11, 2010, Plaintiff American University of Antigua College of Medicine("AUA") filed this lawsuit against Defendant Steven L.

Woodward("Woodward") seeking to shut down Woodward's internet website with the domain name www.aua-med.com."

Page 3 "At the motion hearing, the Court began by discussing with AUA's counsel the merits of AUA's claims against Woodward, expressing **some doubt** as to the likelihood of AUA's success at least with respect to its claims under the **Lanham Act, ACPA and Family Education Rights and Privacy Act of 1974.**"

Page 4, "A court must balance four factors to determine whether to issue a preliminary injunction: (1) whether the movant has a substantial likelihood of success on the merits; (2) whether the movant will suffer irreparable injury without an injunction; (3) whether issuance of an injunction would cause substantial harm to others; and (4) whether the public interest would be served by the issuance of the injunction."

Page 5 "A fundamental principle emerging from the Supreme Court's decisions interpreting the First Amendment is that governmental units and courts may not impose a prior restraint on speech."

The Defendant does not need the authority from the Plaintiff to publish truthful information concerning the American University of Antigua. The Defendant has the authority of the First Amendment.

B. The Plaintiff has GRANTED CONCENT to the Defendant.

The Defendant is following the requests and concent of the American University of Antigua College of Medicine.

AUA Student Handbook, **Exhibit AB and Exhibit AC**

Mission Statement:

“Life Long Learners”

“AUA/KMC students are encouraged to address any academic or non-academic concerns with their Professors, Faculty Advisors or Deans.”

C. AUA repeatedly asked the Defendant for criticisms

Fifth Semester Introduction to Clinical Medicine

1. Page 3

“Students will have the opportunity to evaluate lectures, practices, and all activites.

Their input is critical in developing and advancing the University’s academic program”

5th Semester Preliminary Clinical Medicine Course Guidelines

2. Page 4

“AUA expects its teaching and administration staff and students to provide constructive feedback for the continued development of all programs.”

3. Page 49

“Student Evaluation of Lectures”

4. Page 50

“The School encourages all students to write suggestion(s) for improvement whenever the student has assigned a grade of C, D or E grade to any aspect of a particular lecture”

“The student will grade each lecture according to the degree with which it had contributed to the objective(s) of the Preliminary Clinical Training Course”

5. Page 53

“The School encourages all students to write suggestion(s) for improvement whenever the student has assigned a C, D, or E grade to any aspect of a particular academic activity.”

D. The Plaintiff has commended and profited from direct comments and suggestions made by the Defendant.

1. The Plaintiff is now fully aware that they have violated their own contractual policies and FERPA Laws concerning violations of Private Student information.

The Defendant has made them aware of crimes; it is the task of the Plaintiff to correct their mistakes, punish the offenders, implement stricter guidelines and training to ensure this does not happen again.

2. The Defendant has ensured the Plaintiff is fully aware of the dangers and criminal activities on the Island of Antigua. The Plaintiff can now determine whether they will forgo money and image for student safety.

3. I brought to the attention of Dr. Peter Bell problems with a Dr. Somaraju. AUA Committee Meetings violate by 20 U.S.C. 1011(a) Protection of student speech and association rights.

From: Steve Woodward <steve_l_woodward@yahoo.com>

To: Dr Bell <pbell@auamed.net>

Sent: Tue, October 17, 2006 6:20:34 PM

Subject: Dr Somaraju

Dear Dr Bell,

I would like to file a formal complaint about Dr Somaraju.

I do not appreciate the attitude she presented toward our class this morning before our review. In my opinion this started the exam review in a defensive atmosphere. If she has a problem with certain individuals she should confront them with her issues. She should not present her frustrations and accusations to the handful of people that attended her class. This was extremely unprofessional; similar to a trait that I am trying to work on and that I have been accused of.

I would also like you to know that my last grade does not adequately reflect my knowledge of the material. My exam should reflect ten extra points per my grade, putting me almost 20% above the class average. This 20% reflects an obvious 8 points that I failed to transfer from my exam to my scantron. I acknowledge this as my mistake. I'm sure other professors have understood these kind of mistakes and have been equally lenient with their students.

Thank you for your time,

Steve Woodward

From: Steve Woodward <steve_l_woodward@yahoo.com>

To: Dr Bell <pbell@auamed.net>

Sent: Fri, November 24, 2006 7:59:53 AM

Subject: Letter Of Discipline

Dr Bell,

Attached is the conversation between Dr Somaraju and myself.

I was sitting across the aisle from the recording near the back of the class.

The committee refused to listen to any of the reording.

I was not rude to her during the lecture.

THE COMMITTEE MEETING REFUSE TO LISTEN TO THE RECORDED CONVERSATION FROM THE CLASS. AUA Committee Meetings are not fair or impartial and are designed to destroy a student under false pretenses. Steven Woodward and Syed Noori were not allowed to produce evidence which included a recording of the entire conversation, cross examine witnesses of Dr. Somaraju.

4. AUA Committee Meeting Violation of Student Civil Rights, Steven Woodward was never told who filed the grievance or a description of the grievance. The Committee Meeting was Dropped by AUA.

From: Morcos, Hani

Sent: Wed 8/1/2007 9:29 AM

To: Woodward, Steven

Cc: Bell, Peter

Subject: Grievance and Disciplinary Committee Hearing

Mr. Steve Woodward,